much moving to protect any ownership in the ideas expressed as to defend the complainant from the public gaze. The same reasoning would apply in the privacy cases, where also a technical property right is found.[8]

There seems to be no reason in principle against the tendency of these cases. Assuming it to be established that the chancery formerly concerned itself only with questions involving property rights, it has been sometimes argued that equity has become an inelastic science like the law,[9] and that therefore relief can not be given in cases for which there are no precedents. But modern conditions offer no peculiar reason for denying the chancellor his old function of supplementing the law,[10] and it would seem also that there is no unique quality in rights of status or in personal rights to exclude them from his protection. It seems clear, then, that the technical property rights invoked by the courts as a foundation for their taking jurisdiction are immaterial and should be discarded.

RECENT CASES.

ADMIRALTY — DECREES — CHANGE IN TITLE IN CONDEMNED PRIZE. — The plaintiff sued on a policy of marine insurance for loss of his ship by perils of the sea. The ship was captured during the Russo-Japanese war by a Japanese cruiser, but was wrecked on the Japanese coast before reaching port. Subsequently the wreck was condemned as a prize by a court of competent jurisdiction. *Held*, that the insured cannot recover, since the captor's title dates from the capture. *Andersen* v. *Marten*, [1907] 2 K. B. 248.

It has been a much vexed question at what time the property in a prize vests in the captor or his sovereign; whether at the moment of capture, or after retention of possession for a day and a night, or after the ship is brought *infra praesidia*. See *Goss* v. *Withers*, 2 Burr. 683. But by the modern maritime law it is the sentence of condemnation which passes title. *The Peterhoff*, Blatchf. Prize Cas. (U. S.) 620. It would seem therefore that the ship was lost by a peril of the sea while still the property of the insured, and that he should be entitled to recover on the policy. The court, however, denied recovery on the ground that the title of the captors related back to the time of the capture. The only authority for this doctrine is a case in which it was applied to validate the assignment of the captor's interest in the prize before condemnation. *Morrough* v. *Comyns*, 1 Wils. K. B. 211. This application of the fiction of relation of title is novel and seems not to be demanded by any considerations of justice or policy.

BILLS AND NOTES — DEFENSES — TIME GIVEN PRINCIPAL JOINT MAKER. — A negotiable promissory note was signed, without consideration, by one Lyons, with the word "surety" added. An extension was granted the other signer without Lyons' knowledge or consent, and the latter claimed to be discharged. *Held*, that the Negotiable Instruments Law changed the former law, and that he is still liable. *Cellers* v. *Meachem*, 89 Pac. 426 (Ore.).

For the discussion of a similar case in Maryland, see 20 HARV. L. REV. 646.

CONFLICT OF LAWS — CAPACITY — LAW DETERMINING CAPACITY OF MARRIED WOMAN TO CONTRACT. — A married woman promised to pay rent on a lease of two residences in New Orleans made to her while in Louisiana,

---

[8] See 4 HARV. L. REV. 193, 203, 210.

[9] See Johnson *v.* Crook, 12 Ch. D. 639, 649.

[10] See Wallworth *v.* Holt, 4 Myl. & C. 619, 635; Green Island Ice Co. *v.* Norton, 105 N. Y. App. Div. 331, 332; Callender *v.* Callender, 53 How. Pr. (N. Y.) 364, 365.